



A handwritten signature in black ink, appearing to read "Timothy W. Dore", is written over a horizontal line.

Timothy W. Dore
U.S. Bankruptcy Court Judge
(Dated as of Entered on Docket date above)

IN THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

In Re:

LISA KARIN PERSSON,

Debtor.

LISA KARIN PERSSON,

Plaintiff,

v.

DITECH FINANCIAL, LLC,

Defendant.

NO. 16-10257-TWD

ADVERSARY NO: 16-01073-TWD

ORDER OF DEFAULT JUDGMENT

The Court having entered an Order of Default against the Defendant, Ditech Financial, LLC, in the above entitled action and for good cause shown enters the following Default Judgment regarding the residential real property at issue is commonly known as 2666 37th Ave SW, Seattle, WA 98126-2107 (hereinafter "homestead), and is legally described as follows:

LOT 10 IN BLOCK D, WHEELER'S WESTERN ADDITION TO SEATTLE,
ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS,
PAGE(S) 179, IN KING COUNTY, WASHINGTON.

ORDER OF DEFAULT JUDGMENT - 1

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KING COUNTY PARCEL NUMBER: 934540-0165

IT IS HEREBY ORDERED THAT:

- 1) ~~The value of the real property described herein is no greater than \$826,721.00;~~
- 2) The claim of Defendant, Ditech Financial, LLC, is allowed as a non-priority general unsecured claim entitling it to receive disbursements in the Chapter 13 bankruptcy case as a general unsecured creditor;
- 3) Ditech Financial, LLC's lien on the property is avoided and shall be held for naught, contingent upon the Debtor's completion of the Chapter 13 plan;
- 4) In the event the debtor's bankruptcy case is dismissed or converted to Chapter 7, the Order voiding the lien of Ditech Financial, LLC, shall no longer apply and the second deed of trust shall be in full force and effect as security for the debt owing to the Creditor ~~pursuant to 11 USC § 349(b);~~
- 5) Ditech Financial, LLC shall retain its lien for the full amount due under the subject loan should the subject property be sold or should a refinance take place prior to completion of the Chapter 13 Plan;
- 6) In the event that any entity, including the holder of the first lien on the Subject Property, forecloses on its security interest and extinguishes Defendant's, Ditech Financial, LLC's, lien prior to the Debtor's completion of the Chapter 13 Plan, Creditor's lien shall attach to the surplus proceeds of the foreclosure sale for the full amount of the subject loan balance at the time of the sale;
- 7) THAT all other claims and causes of action by the debtor are dismissed; and
- 8) Each party will bear its own attorney fees for the adversarial proceeding.

///End of Order///

Presented by:

BARRAZA LAW, PLLC

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